BANGALORE METROPOLITAN TRANSPORT CORPORATION

Tender No:
BMTC/2023-24/SE0151

REQUEST FOR PROPOSAL

FOR

Selection of an agency for providing functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme.

RFP VOLUME- II
Master Service Agreement

August 26
Bangalore Metropolitan Transport Corporation
Kengal Hanumanthaiah Road, Shanthinagar,
Bangalore 560027

Table of Contents

1. GENERAL CONDITIONS OF CONTRACT 5
1.1. Definitions 5
1.2. Interpretation 5
1.3. Law Governing the Contract 6
1.4. Language 6
1.5. Notices 6
1.6. Location 6
1.7. Authorized Representatives 6
1.8. Taxes and Duties 6
2. Commencement, Extension, Modifications and Termination of Contract 7
2.1. Effectiveness of Contract 7
2.2. Commencement of Services 7
2.3. Period of Contract 7
2.4. Extension and Modification 7
2.5. Scope of Work 7
2.6. Service Level Agreement 7
2.7. Force Majeure 8
2.8. Termination 8
2.9. Material Breach 9
2.10. Effects of Termination 10
3. Other Terms and Conditions: 10
3.1. Confidentiality 10
3.2. Documents Prepared by the Auditor to Be the Property of the Client 11
3.3. Intellectual Property Rights 11
3.4. Obligations under the SLA 11
3.5. Change of Control and Bankruptcy 11
4. Payment to the Auditor 12
5. Contract Price 12
6. Settlement of Disputes 12
6.1. Scope of Disputes 12
6.2. AMICABLE SETTLEMENT 12
6.3. DISPUTE SETTLEMENT 12
6.4. GOVERNING LAW AND JURISDICTION 13
I. APPENDICES 13

STANDARD FORM OF CONTRACT

Contract for Selection of an agency for providing functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme.

This CONTRACT (hereinafter called the "Contract") is made on the..... Day of the month of ....., 20__, between, on the one hand Bangalore Metropolitan Transport Corporation Having its office at Kengal Hanumanthaiah Road, Shanthinagar, Bangalore 560027, India hereinafter referred to as 'Bangalore Metropolitan Transport Corporation / 'Client'/ Purchaser/Client and, on the other hand, ... / a Successful bidder of (hereinafter called the "Auditor") of the following entities, ...

WHEREAS

a) Agency has to take up the functional auditing of application of **BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme, to verify whether the same meets the functional requirements specified in the tender document and SRS document.**

b) Auditing has to be conducted to verify functionality of the SLA tools (SMMS) is provided as per tender document to know the performance of Application.

c) Auditing of software licenses used for development is secured and genuine.

d) Functional Auditing conducted in two phases: On Go live of Application and Post Go-live on completion of all features (tentatively 3 to 6 months on post go live)

e) The bidders having represented to the Client that they have the professional skills, and personnel and technical resources, have agreed to provide the Services on the Terms & Conditions set forth in this Contract.

f) The successful bidder has been selected as the auditor on the basis of the bid response set out as Annexure C (Including all the documents submitted as part of the bid submission including technical bid, clarifications, and commercial bids) of this Agreement, to undertake functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   i. The General Conditions of Contract (hereinafter called "GC")

ii. The Special Conditions of Contract (hereinafter called “SC”)
iii. The following Appendices:
APPENDIX –A: Description of the Services
APPENDIX –B: Reporting Requirements
APPENDIX –C: Facilities and Services to be provided by the Client
APPENDIX –D: Non-Disclosure Agreement

2. The mutual rights and obligations of the Client and the Auditor shall be set forth in the Contract, in particular:
   a) The Auditor shall carry out the services in accordance with the provisions of the Contract, and
   b) The Client shall make payments to the Auditor in accordance with the provisions of the Contract.

IN WITNESS WHEREOFF the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF Bangalore Metropolitan Transport Corporation
By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF Auditing Agency]
By
(Authorized Representative)

1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract "GC" are attached, together with all the documents listed in Clause 1 of such signed Contract;

c) "Client" and "Authority" can be interchangeably used, and both refer to Client;

d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause "GC" 2.1

e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 5;

f) "GC" means the General Conditions of Contract;

g) "Government" means Government of Karnataka;

h) "Auditor" means Auditing Agency

i) "Intellectual Property Rights" means all rights pertaining to patent, trademarks, copyrights, trade secrets, service marks, logos, brands, trade names, internet domain names, formulae, designs, software (whether in object code or source code), know-how, processes, techniques, methods, technical data, databases, proprietary information, utility models, rights in know- how and other intellectual property rights, whether existing as of the Effective Date or arising thereafter, and all of the goodwill associated with the use of, and symbolized by, any of the foregoing, all rights of indemnification with respect to any of the foregoing, the right to prosecute and sue for past, present and future infringements, dilutions, violations or misappropriations with respect to any of the foregoing, all rights corresponding to any of the foregoing throughout the world, and all proceeds of any the foregoing, including licenses, royalties and proceeds of suit, and any right to any of the foregoing granted under any License.

j) "Local currency" means Indian National Rupees;

k) "Party" means the Client or the SI, and Parties means both;

l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or suspended;

m) "Services" means the work to be performed by the auditor pursuant to this Contract as described in Appendix A; and

1.2. Interpretation

In this Contract unless a contrary intention is evident:

a) the clause headings are for convenient reference only and do not form part of this Contract;

b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
c) the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases
d) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
e) a word in the singular includes the plural and a word in the plural includes the singular;
f) a word importing a gender includes any other gender;
g) a reference to a person includes a partnership and a body corporate;
h) a reference to legislation includes legislation repealing, replacing or amending that legislation;
i) Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
j) In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

1.3. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to any authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail, telex or facsimile to such Party at the address specified in the SC.

1.6. Location

The Services shall be performed at such locations as are specified in SC and, where the location of a task is not so specified, at such locations, in Karnataka, as the Client may approve.

1.7. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Auditor may be taken or executed by the officials specified in the SC.

1.8. Taxes and Duties

The Auditor shall pay taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Extension, Modifications and Termination of Contract

2.1. Effectiveness of Contract

This Agreement shall come into effect on the date the Contract is signed by either party**.**

2.2. Commencement of Services

The Auditor shall begin carrying out the Services within Seven (7) days from the date of issuing LOI/PO.

2.3. Period of Contract

Unless terminated pursuant to **clause 2.8** or extended in accordance with the provisions hereof, continue to remain in force and effect for a period of **6 months or Completion of all the deliverables (acceptance of final reports by BMTC)**.

2.4. Extension and Modification

BMTC intends to accord to auditor the right to undertake functional auditing of **BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme** on the terms and **conditions set forth for an initial period of 6 months with a provision for extension only upon mutual consent.**

Modifications of the terms and conditions of the Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5. Scope of Work

a) Scope of the work shall be as defined in RFP Volume I.
b) Client has engaged auditor to provide services of functional auditing of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme. Auditor is required to provide such services and support as the Client may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Client, in order to meet its business requirements (hereinafter ‘scope of work’).

2.6. Service Level Agreement

a) Unless specified by the Authority to the contrary, auditor shall deliver perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreements of Volume I of the RFP.
b) If the Contract, scheduled requirements, service specification includes more than one document, then unless the Authority specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
c) The Authority reserves the right to amend any of the terms and conditions in relation to the Contract/Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work.

2.7. Force Majeure

2.7.1 Definition

Neither party will be responsible for non-performance of any or all their obligations under this Agreement if such non-performance is due to reasons beyond the control of parties. “Force Majeure” situations are also included in the expression “beyond the reasonable control of the parties”.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

a) has taken all the reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
b) Has informed the other Party as soon as possible about the occurrence of such an event.

2.7.3 Extension of Timelines

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.4 Payments

In case of a Force Majeure, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

2.7.5 Suspension

The Client may by written notice of suspension to the auditor, suspend all payments to the auditor hereunder if the auditor fails to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the auditor to remedy such failure within a period not **exceeding sixty (60) days after receipt by the auditor of such notice of suspension.**

2.8. Termination

2.8.1 Termination Due To Material Breach:

In the event that either Party has served a notice to the other Party for curing a Material Breach, and in case the Material Breach continues after the notice period has expired, and the Parties are unable to resolve the matter amicably, the aggrieved Party shall have the option to terminate the Agreement by issuing 1 months prior written notice of termination to the auditor. In case of termination client will forfeit the performance security of the auditor and no expenses will be reimbursed.

2.8.2 By the Client

a) In the event of termination for no fault of auditor or If the Client, in its sole discretion and of any reason whatsoever, decides to terminate this Contract, the Client may terminate this Contract, by not less than **1 months** written notice of termination to the Auditor. Client shall return PBG in full provided by the auditor and shall compensate for the work completed which shall be arrived at upon mutual consent.

b) Where a change of management of Auditor has occurred whereby auditor's company is merged, amalgamated or has been taken over, due to which the majority shareholding of auditor has been transferred to another entity and the Client has ascertained based on facts that the new entity is materially deficient in technical and financial capacity compared to the original company and this is likely to materially adversely affect the Project, the Client may terminate this contract by serving the termination notice to auditor and therewith give a reasonable opportunity to auditor to explain its position on the matter and thereupon give two (1) month's cure period or mutually agreed time to auditor for rectifying the situation. In case the auditor fails to rectify the situation, the Client will have the option to terminate the contract without any compensation damages whatsoever and invoke the Performance Bank Guarantee.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.8.1 and 2.8.2 the payments to the SI will be made as specified in the respective clauses.

2.9. Material Breach

2.9.1 Definition

Material Breach by the Selected Bidder shall include the following:

a) If the Selected Bidder does not adhere to the timelines as mentioned in this Tender; except approval of Client for timelines extension**.**

b) If there is a breach on the ' SLA' levels mentioned in RFP.

c) If there is a proceeding for bankruptcy, insolvency, winding up, or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.

d) Where it comes to the Authority's attention that auditor (or Auditors Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of Auditor's Bid, the RFP or this Contract.

e) If the SI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Client/Government of Karnataka (GoK), and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Client/GoK of the benefits of free and open competition.

2.9.2 Effects of Material Breach

a) In the event that either Party believes that the other Party has caused a Material Breach, such aggrieved Party may serve a notice to the other Party, allowing them **1 (One) months** or any mutually agreed time period, for curing the Material Breach.

b) Any notice served pursuant to this clause shall give reasonable details of the Material Breach.

c) In case the Material Breach continues after the notice period has expired, and the Parties are unable to resolve the matter amicably, the aggrieved Party shall have the option to terminate the Agreement.

2.10. Effects of Termination

1. In the event that the client terminates the Agreement pursuant to Material Breach on the part of the Selected Bidder, the PBG/Security Deposit furnished by the Selected Bidder will be forfeited.
2. In the event that the client terminates the Agreement as per clause 2.8.2 (a), the client shall:
   a) Return the PBG/Security Deposit in full;
   b) Settle all the pending dues and amounts accrued until the date of termination;
3. Upon termination of this Agreement, the Parties shall comply with the Exit Management process.

3. Other Terms and Conditions:

3.1. Confidentiality

The Auditor and the Personnel of either of them shall not, either during the term of or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent from the Client. Client shall retain all rights to prevent, stop, and if required take the necessary punitive action against the auditor regarding any forbidden disclosure.

The Auditor shall execute a non-disclosure agreement as per the format prescribed **in APPENDIX–D** and shall ensure that all its employees, agents, and sub-contractors involved in the project also abide by non-disclosure agreement.

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

a. Information already available in the public domain;
b. Information that has been developed independently by the auditor or any of its employees, agents, or sub-contractors;
c. Information that has been received from a third party who had the right to disclose the aforementioned information; and
d. Information which has been disclosed to the public pursuant to a court order.

Notwithstanding anything to the contrary mentioned hereinabove, the Selected bidder shall have the right to share the work order and / or any subsequent letters or certificates provided to it by client in relation to the Project, solely for the purpose of and with the intent to evidence and support its work experience under this Tender.

3.2. Documents Prepared by the Auditor to Be the Property of the Client

Documents prepared by the auditor, as specified in the RFP volumne-1 shall be the property of the client.

3.3. Intellectual Property Rights

BMTC have full intellectual rights on its data and application.

Auditor must ensure that while using any software, hardware, processes, data, document, and deliverables or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/Company.

Auditor shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by Authority in writing.

3.4. Obligations under the SLA

a) The SLAs, as defined in the RFP (and subsequent clarifications, corrigendum if any) shall become the part of this agreement;
b) In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.

3.5. Change of Control and Bankruptcy

a) In the event of a change of control of the Auditor during the Term, the Auditor shall promptly notify the Client of the same in the format set out in this Agreement.
b) In the event that the net worth of the surviving entity is less than that of auditor prior to the change of control, Client may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the auditor from a guarantor acceptable to Client (which shall not be auditor or any of its associated entities).
c) If such a guarantee is not furnished within 30 days of Client requiring the replacement, Client may exercise its right to terminate the auditor and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
d) Pursuant to termination, the effects of termination as set out in **Clause 2.10** of this Agreement shall follow.
e) For the avoidance of doubt, it is expressly clarified that the internal reorganization of the auditor shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

4. Payment to the Auditor

Auditor shall be entitled to receive payments from Client on the invoices raised as per payment terms. Payment will be made as per Payment terms defined in the RFP volume-1.

5. Contract Price

The Contract Price is as per the Work Order.

6. Settlement of Disputes

Normally there should not be any scope for dispute between the Client and the Managed Service Provider after into a mutually agreed valid contract. However due to various unforeseen reasons, problems may arise during the progress of the contract leading to disagreement between the Client and the Managed Service Provider.

6.1. Scope of Disputes

During the subsistence of this contract, the nature of dispute requiring resolution shall include but not limited to:

Managing Director, BMTC hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate.

6.2. AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

Any dispute of either party, which cannot be settled amicably amongst themselves within thirty days of either party intimating it to the other party through writing, shall submit their dispute to the Managing Director, Bangalore Metropolitan Transport Corporation, who shall hear the dispute of the parties and pass the judgment, the orders of the Managing Director, BMTC shall be final.

6.3. DISPUTE SETTLEMENT

1. A Party claiming that a dispute has arisen must give the other Party to the dispute, notice setting out details of the dispute.
2. After a notice is given, each Party to the dispute must use its reasonable efforts to resolve the dispute.
3. If the Parties cannot resolve the dispute within reasonable period then any such dispute or difference whatsoever arising between the parties shall resolve the dispute before the Hon’ble Civil Court/Commercial Court at Bangalore.

6.4. GOVERNING LAW AND JURISDICTION

All disputes arising out of or in connection with this Contract shall be governed by the Indian laws for the time being in force, and as amended from time to time and the Civil Courts at Bangalore, India

shall have jurisdiction over all matters arising out of or relating to this Agreement.

SPECIAL CONDITIONS OF CONTRACT

a) The Member In-Charge is ..... (Successful bidder)

b) The addresses are: Client's address:
Client Central Office
Kengal Hanumanthaiah Road, Shanthinagar, Bangalore 560027
Phone:

c) Auditors address: .....

d) Notice shall be deemed to be effective as follows:
   i. in the case of personal delivery or registered mail, on delivery;
   ii. in the case of telexes/e-mail, 24 hours following confirmed transmission;
   iii. in the case of telegrams, 24 hours following confirmed transmission; and
   iv. in the case of facsimiles, 24 hours following confirmed transmission

e) The Venue will be the Client Central Office, Kengal Hanumanthaiah Road, Shanthinagar, Bangalore 560027

f) The Authorized Representatives are: Client
Controller of Stores & Purchases
Client Central Office
Kengal Hanumanthaiah Road, Shanthinagar,
Bangalore 560027
Phone:

g) The Authorized Representatives are: Auditor

h) The SI shall begin carrying out the Services within seven (7) days after the Work Order is issued. The time period shall be 24 X 7 hours of the year.

I. APPENDICES

1. APPENDIX –A : Description of the Services – Please refer to 'Scope of Work' in Terms of Reference.
2. APPENDIX –B : Reporting Requirements(To be decided at the time of contract signing)
3. APPENDIX –C : Facilities and Services to be provided by the Client – Refer 'Roles and Responsibilities of Client' in Terms of Reference in RFP Volume I

4. APPENDIX –D : Non-Disclosure Agreement

Note: To be executed on non-judicial stamp paper of appropriate value, to be purchased in the name of executants' companies or as required by the jurisdiction in which executed.

This AGREEMENT (hereinafter referred to as the 'Agreement') is made on the ..... day of, between, Bengaluru Metropolitan Transport Corporation (hereinafter referred to as the 'BMTC) and ..... (hereinafter referred to as the 'Bidder') having its registered office at .....

WHEREAS the BMTC has issued a public notice inviting various organizations for the 'Selection of Auditor for ----------' (hereinafter referred to as the 'Project');

AND WHEREAS The Bidder has represented to the BMTC that it is interested in submitting a proposal (hereinafter referred to as the 'Bid') for the Project.

NOW THEREFORE, the BMTC and the Bidder agree as follows:

1. The BMTC agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document (hereinafter referred to as the 'Tender'). The Tender contains details and information of the BMTC operations that are considered confidential.
2. The Bidder to whom this Tender is disclosed shall:
    a. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
    b. restrict disclosure of the information solely to its employees and other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
    c. use the information only as needed for the purpose of scope of work defined in RFP volume-1;
    d. except for the purpose, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and undertake to document the number of copies it makes; and
    e. on completion of the auditing process and in case unsuccessful, promptly return to the BMTC all information in a tangible form or destroy such information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
    a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure;
    b. Is or becomes publicly known through no wrongful act of the Bidder; or
    c. Is independently developed by an employee, agent, or implementation agency of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.

4. The Agreement shall apply to all information relating to the Project disclosed by BMTC to the Bidder.

5. BMTC will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
6. BMTC reserve the right to share the information received from the Bidder under the ambit of the Right To Information Act, 2005.
7. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the BMTC to the Bidder, BMTC shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the BMTC is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the BMTC on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.
8. Upon written demand of BMTC, the Bidder shall
   a. Cease using the information;
   b. Return the information and all copies, notes, or extracts thereof to the BMTC forthwith after receipt of notice; and
   c. Upon request of the BMTC, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
9. This Agreement constitutes the entire Agreement between BMTC and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
10. Confidential information is provided ‘as-is’. In no event shall BMTC be liable for the accuracy or completeness of the confidential information.
11. This Agreement shall benefit and be binding upon BMTC and the Bidder and their respective subsidiaries, affiliate, successors, and assigns.
12. This agreement shall be governed by and construed in accordance with the laws of India, and the courts of Bangalore, Karnataka shall have jurisdiction.

For ,
(Signature of the authorized signatory along with company seal)

Name:
Designation: Date:
Business Address: